

## CONSENT TO TRANSFER CERTIFICATE

This Consent to Transfer Certificate (this “**Certificate**”) is executed and delivered by the Successor Agency to the Coachella Redevelopment Agency (the “**Agency**”), with reference to the following:

A. The COACHELLA REDEVELOPMENT AGENCY, a public body corporate and politic (the “**Former Agency**”), and GEORGE KIRKJAN and TAMARA KIRKJAN, husband and wife, as joint tenants (collectively, the “**Developer**”), entered into that certain Disposition and Development Agreement dated as of July 24, 2001 (the “**Original Agreement**”) (incorrectly referred to in the Restrictive Covenant (as defined below) as dated March 28, 2001), as amended by that certain Agreement and Reformation of Disposition and Development Agreement dated as of January 17, 2005 (the “**Reformation Agreement**”). The Original Agreement, as amended by the Reformation Agreement, is the “**DDA**”. Among other things, the DDA contemplated the construction by Developer of industrial buildings on the real property described therein as the Site (the “**Site**”), which Site is more particularly described on Exhibit A. A true and complete copy of the DDA is attached as Exhibit B.

B. Pursuant to the DDA, the Former Agency transferred the Site to the Developer via that certain Grant Deed recorded on January 31, 2002 in the Official Records of Riverside County as Document No. 2002-056045 (the “**Grant Deed**”). A true and complete copy of the Grant Deed is attached as Exhibit C.

C. Section 4 of the Grant Deed granted to the Former Agency a right of first refusal to purchase the Site from the Developer prior to the Developer’s sale of the Site to any third party (the “**Right of First Refusal**”).

D. Pursuant to the DDA, the Former Agency and Developer entered into that certain Restrictive Covenant and Option, recorded in the Official Records of Riverside County as Document No. 2002-056046 (the “**Restrictive Covenant**”). A true and complete copy of the Restrictive Covenant is attached as Exhibit D.

E. Section 6 of the Restrictive Covenant granted to the Former Agency an option to purchase the Site (the “**Purchase Option**”), which Purchase Option could be exercised if Developer failed to complete construction of the first phase of certain improvements at the Site as contemplated by Section 3.13 of the DDA (the “**First Phase Improvements**”). The Restrictive Covenant further provides that the Purchase Option would terminate upon the issuance of a Certificate of Completion by the Former Agency with respect to the First Phase Improvements, or, if the Former Agency does not provide notice of the exercise of the Purchase Option, on the date that is ten (10) years after the date of the recordation of the Restrictive Covenant (i.e., January 23, 2012).

F. Pursuant to Section 3.13 of the DDA and Section 6 of the Restrictive Covenant, the Former Agency furnished to Developer a Certificate of Completion, dated as of November 13, 2008, certifying that the construction of the First Phase Improvements was satisfactorily performed and completed (the “**Certificate of Completion**”). A true and complete copy of the Certificate of

Completion is attached as Exhibit E.

G. For estate planning purposes, the Developer quitclaimed the Site to KIRKJAN INVESTMENT PROPERTIES, L.P., a California limited partnership that is controlled by Developer (the “**Kirkjan Owner**”), via that certain Quitclaim Deed, recorded as of May 10, 2012 in the Official Records of Riverside County as Document No. 2012-0216360. A true and complete copy of such Quitclaim Deed is attached as Exhibit F.

H. The Kirkjan Owner now desires to sell the Site to DVD Facility LLC, a California limited liability company that is wholly owned as of the date hereof by JOOLIES LLC, a Delaware limited liability company (the “**Buyer**”), for a purchase price of [Ten Million Dollars (\$10,000,000.00)] (the “**Sale**”), which Sale will be financed, in part, by mortgage loans (collectively, the “**AgCredit Loan**”, and together with the Sale, the “**Transaction**”) to be made to Buyer by American AgCredit FLCA, a corporation existing and operating under the Farm Credit Act of 1971, and American AgCredit PCA, a corporation existing and operating under the Farm Credit Act of 1971 (collectively, “**AgCredit**”) concurrently with Buyer’s purchase of the Site From Kirkjan Owner.

I. The Agency is the successor to the Former Agency.

J. The Agency has no intent to exercise its Right of First Refusal with respect to or in connection with the Transaction. Accordingly, the Agency desires to execute and deliver this Certificate for the purpose of consenting to the Transaction and to evidence its decision not to exercise the Right of First Refusal with respect to or in connection with the Transaction, all as set forth below.

NOW THEREFORE, the Agency hereby certifies, acknowledges and agrees to the following:

1. The Agency hereby consents to the Transaction, and agrees that it does not and will not exercise its Right of First Refusal with respect to or in connection with the Transaction. For the avoidance of doubt, the Right of First Refusal would not apply with respect to a foreclosure sale or deed-in-lieu thereof by AgCredit in connection with the AgCredit Loan. In the event that AgCredit takes title to the Site via a foreclosure sale or deed-in-lieu thereof, the Right of First Refusal would apply to a subsequent sale of the Site by AgCredit.

2. This certificate is given to and for the benefit of the Developer, the Kirkjan Owner and the Buyer, and may be relied on by the Developer, the Kirkjan Owner, the Buyer, and the Buyer’s lenders, and each of their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

Executed and delivered as of the date first set forth above.

**SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Steven Hernandez, Chair

By: \_\_\_\_\_  
Angela M. Zepeda, Secretary

EXHIBIT A

**Description of Site**

[See Attached]

EXHIBIT B

**DDA**

EXHIBIT C

**Grant Deed**

[See Attached]

EXHIBIT D

**Restrictive Covenant**

[See Attached]

EXHIBIT E

**Certificate of Completion**

[See Attached]



EXHIBIT F

**Quitclaim Deed**

[See Attached]